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8 **UNITED STATES DISTRICT COURT**
9 **SOUTHERN DISTRICT OF CALIFORNIA**
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11 ACE BUSINESS SOLUTIONS, LLC,,
12 Plaintiff,
13 v.
14 GLOBAL MARKETING &
15 DEVELOPMENT, INC., and AWESOME
16 ENTERPRISES, LLC,
17 Defendants.
18

19 AND RELATED COUNTERCLAIMS
20

Case No.: 15cv1464-MMA (NLS)

**ORDER GRANTING JOINT
MOTION FOR DISTRIBUTION OF
INTERPLED FUNDS AND
DISMISSAL OF COUNTERCLAIM
AGAINST ACE BUSINESS
SOLUTIONS, LLC WITH
PREJUDICE**

[Doc. No. 107]

21 On October 27, 2017, ACE Business Solutions, LLC (“ACE”) and AWESOME
22 ENTERPRISES (“Awesome”) filed a joint motion for distribution of interpled funds and
23 dismissal of the counterclaim against Ace with prejudice. Doc. No. 107. “This
24 interpleader action was originally filed because of a dispute between defendant Awesome
25 . . . and defendant Global Marketing and Development, Inc. (“GMD”) regarding certain
26 funds and income streams from businesses being serviced by . . . Ace.” *Id.* at 2. On
27 August 29, 2016, GMD assigned the following rights to intervenors TDL Global
28 Ventures (“TDL”) and Losany Enterprises, LLC (“Losany”) in exchange for the

1 settlement of a separate action pending between TDL, Losany, and GMD in the United
2 States District Court for the District of Maryland: “(1) ‘all monies due to GMD from the
3 interpled funds’ in this action; (2) all rights to monies due to GMD to be collected from
4 the books of business allegedly transferred from 5 Star to GMD pursuant to the May
5 2015 5 Star/GMD Agreement, from August 2016 forward; and (3) the chose-in-action
6 and any affirmative claims filed as Counterclaims in this action by GMD, including the
7 right to substitute into the case as the Counterclaimants.” *Id.* (citing Doc. No. 53-3).
8 TDL and Losany also assigned all of the rights assigned to them by GMD to Awesome,
9 vesting all such rights in Awesome alone. *Id.* (citing Doc. Nos. 91, 92). The parties
10 explain that “no parties other than Ace and Awesome now have any rights or interest in
11 the distribution of the interpled funds” and have “entered into a Settlement Agreement
12 which resolves all issues regarding the Interpleader.” *Id.* GMD does not claim any rights
13 or interest in the distribution of the interpled funds. *See* Doc. No. 109.

14 Accordingly, the parties jointly move the Court for: (1) the immediate distribution
15 of \$1,535,027.02 from the Registry of the Court to Awesome, who must make additional
16 payments to Ace pursuant to the settlement agreement; (2) the immediate distribution of
17 \$444,824.37 from the Registry of the Court to Ace; and (3) an order stating that there will
18 be no further distributions, accounting, reporting, or calculation of sums or expenses to be
19 paid into or out of the Registry of the Court by Ace. Doc. No. 107 at 3. The parties also
20 move the Court to dismiss the Counterclaim by GMD against Ace [Doc. No. 9] with
21 prejudice pursuant to Federal Rule of Civil Procedure 41(a).

22 Upon due consideration and good cause appearing, the Court **GRANTS** the joint
23 motion and **ORDERS** as follows:

24 1. The sum of \$1,535,027.02 be immediately (within 24 hours) distributed
25 from the Registry of the Court to Awesome, according to the procedures of the Registry.
26 Awesome must make additional payments to Ace from this sum pursuant to the terms of
27 the parties’ settlement agreement;
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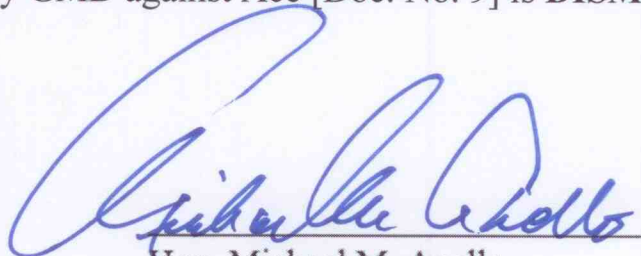
1 2. The sum of \$444, 824.37 be immediately (within 24 hours) distributed from
2 the Registry of the Court to Ace, according to the procedures of the Registry;

3 3. There shall be no further distributions, accounting, reporting, or calculation
4 of sums or expenses to be paid into or out of the Registry of the Court by Ace; and

5 4. The Counterclaim by GMD against Ace [Doc. No. 9] is **DISMISSED**
6 **WITH PREJUDICE.**

7 **IT IS SO ORDERED.**

8 Dated: November 9, 2017



Hon. Michael M. Anello
United States District Judge